

D355
000725

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov



Title and Identification No.

WBA6B4C53DD097953

WBA6B4C53DD097953

Year

2013

Make

BMW

Model Code

6XD

Body/Hull

4DSD

Document No.

894605C

Color

WH

4605

Wt./Sls./Lgth.

GAS

Fuel

GAS

Cyl./Prop.

8

New or Used

NEW

Type of Title

VEHICLE

Date Issued

12/07/12

Name and Address of Owner(s)

FINANCIAL SERVICES
VEHICLE TRUST
5550 BRITTON PKWY
HILLIARD OH

43026

ODOMETER READING:

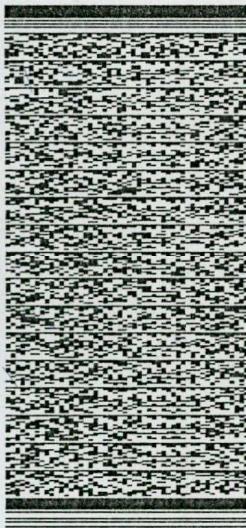
00006

00006

ACTUAL MILEAGE

VOID IF ALTERED

VOID IF ALTERED



This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

* NO LIENS RECORDED *

* NO LIENS RECORDED *

Lienholder

Lienholder

* NO LIENS RECORDED *

* NO LIENS RECORDED *

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

ANY CHANGE OR ERASURE WILL VOID THIS TITLE -- ANY FALSE STATEMENT IS A MISDEMEANOR

SECTION I - Transfer by Owner

ODOMETER DISCLOSURE STATEMENT

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership.

Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- 1. reflects the ACTUAL MILEAGE as seen on the odometer of the vehicle described on the front.
- 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
- 3. not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING

20261

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)

- Five Digits, excluding tenths
- Six Digits, excluding tenths

DAMAGE DISCLOSURE STATEMENT (To be Completed by Owner Named on Face of Title)

I certify that, to the best of my knowledge, this vehicle has been or has not been wrecked, destroyed or damaged to such an extent that the total estimate or actual cost of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Rebuilt Salvage: NY" on it.)

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller

Seller's Signature	Financial Services Vehicle	Seller's Name (Print in Full)	Date of Statement
Street Address	5550 Britton Parkway	State	ZIP code
	Hilliard, Ohio 43026		1/27/14

Buyer

Buyer's Signature	Buyer's Name (Print in Full)	Date of Statement	
Street Address	City	State	ZIP code
5947 E Circle Dr	Cicero	IL	6039
			1/27/14

SECTION II - Reassignment by Manufactured Home Dealer or Registered Boat Dealer or Out-of-State Dealer

ODOMETER DISCLOSURE STATEMENT

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership.

Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- 1. reflects the ACTUAL MILEAGE of the vehicle described on the front.
- 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
- 3. not the actual mileage. WARNING ODOMETER DISCREPANCY.

ODOMETER READING

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)

- Five Digits, excluding tenths
- Six Digits, excluding tenths

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller

Seller's Signature	Seller's Name (Print in Full)	Date of Statement	
Street Address	City	State	ZIP code

Buyer

Buyer's Signature	Buyer's Name (Print in Full)	Date of Statement	
Street Address	City	State	ZIP code

Boat Dealer's Facility #

MV-999 (1/11)

H 7531459

TYPE OF SALE		New York State Department of Motor Vehicles																																	
<input checked="" type="checkbox"/> WHOLESALE OR <input type="checkbox"/> RETAIL: <input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage		RETAIL CERTIFICATE OF SALE																																	
VEHICLE INFORMATION: <table border="1"> <tr> <td>Year 2013</td> <td>Make BMW</td> <td>Model 6 SERIES</td> <td>Body Type 4DSD</td> <td>Color WH</td> <td>Weight (Unladen) 4605</td> <td>Fuel Type: GAS</td> <td>Cylinders 8</td> <td>Adult Seating Capacity</td> </tr> <tr> <td colspan="3">Vehicle Identification Number W B A 6 B 4 C 5 3 D D 0 9 7 9 5 3</td> <td>Lien(s) LØ</td> <td>Inspection Certificate Number NA</td> <td>Date of Inspection NA</td> <td colspan="3">Inspection Station Number 7008339</td> </tr> <tr> <td colspan="2">Plate/Permit Number N/A</td> <td>Number of Dealer Plate Loaned N/A</td> <td colspan="2">Lease Buyout (Insp. Not Required)</td> <td>Selling Price \$</td> <td colspan="3">N/A</td> </tr> </table>									Year 2013	Make BMW	Model 6 SERIES	Body Type 4DSD	Color WH	Weight (Unladen) 4605	Fuel Type: GAS	Cylinders 8	Adult Seating Capacity	Vehicle Identification Number W B A 6 B 4 C 5 3 D D 0 9 7 9 5 3			Lien(s) LØ	Inspection Certificate Number NA	Date of Inspection NA	Inspection Station Number 7008339			Plate/Permit Number N/A		Number of Dealer Plate Loaned N/A	Lease Buyout (Insp. Not Required)		Selling Price \$	N/A		
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DEALER INFORMATION (Print Name and Address) CARRIAGE TRADERS 170 SARATOGA AVE. SOUTH GLENS FALLS NY 12803																																			
PURCHASER INFORMATION (Print Name and Address) BALTIMORE WASHINGTON AUTO OUTLET 2747 ANNAPOLIS RD HANOVER MD 21076																																			
PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership) BURDICK BMW INC 5947 EAST CIRCLE DR CICERO NY 13039																																			
ODOMETER DISCLOSURE STATEMENT Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.																																			
The odometer on the vehicle described above has: <input type="checkbox"/> 5 digits <input checked="" type="checkbox"/> 6 digits, not including tenths																																			
<input checked="" type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above. <input type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS". <input type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."																																			
DEALER CERTIFICATION: <i>I certify:</i> The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.																																			
DEALER (or authorized representative) - (SIGN full name) <i>Baiba De Jong</i>			PRINT full name of dealer or authorized rep. CARRIAGE TRADERS			Date 02/20/2014	Dealer Facility No. 7018079																												
PURCHASER - (SIGN full name)			PRINT full name of purchaser BALTIMORE WASHINGTON AUTO OUTLET			Date 02/20/2014	Selling Dealer NYS Sales Tax No. 14-1638813																												

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

TYPE OF SALE	
<input checked="" type="checkbox"/> WHOLESALE OR <input type="checkbox"/> RETAIL:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage

New York State Department of Motor Vehicles
RETAIL CERTIFICATE OF SALE

No. **47099067****VEHICLE INFORMATION:**

Year 2013	Make BMW	Model 6 SERIES	Body Type 4DSD	Color WH	Weight (<i>Unladen</i>) 4605	Fuel Type: GAS	Cylinders 8	Adult Seating Capacity
Vehicle Identification Number WBAG6B4C53DD097953			Lien(s) L0 NA	Inspection Certificate Number		Date of Inspection NA	Inspection Station Number 7008339	
Plate/Permit Number N/A		Number of Dealer Plate Loaned N/A		<input type="checkbox"/> Lease Buyout (Insp. Not Required)		Selling Price \$ N/A		

DEALER INFORMATION (Print Name and Address)**CARRIAGE TRADERS 170 SARATOGA AVE. SOUTH GLENS FALLS NY 12803****PURCHASER INFORMATION** (Print Name and Address)**BALTIMORE WASHINGTON AUTO OUTLET
2747 ANNAPOLIS RD HANOVER MD 21076**Date of Sale
02/20/2014**PRIOR OWNER INFORMATION** (Print Name and Address Source of Ownership)**BURDICK BMW INC
5947 EAST CIRCLE DR CICERO NY 13039**Date of Purchase
02/03/2014**ODOMETER DISCLOSURE STATEMENT**

Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.

The odometer on the vehicle described above has: 5 digits 6 digits, not including tenths

ODOMETER READING

2	1	2	5	0
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(no tenths)

- I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.
- I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."
- I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

DEALER CERTIFICATION:

I **certify**: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

DEALER (or authorized representative) - (SIGN full name) Burdick De Jong	PRINT full name of dealer or authorized rep. CARRIAGE TRADERS	Date 02/20/2014	Dealer Facility No. 701861983500
PURCHASER - (SIGN full name)	PRINT full name of purchaser BALTIMORE WASHINGTON AUTO OUTLET	Date 02/20/2014	Selling Dealer NYS Sales Tax No. 14-1638813

PART 3 — CUSTOMER COPY
ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

TYPE OF SALE		0385 New York State Department of Motor Vehicles						
<input checked="" type="checkbox"/> WHOLESALE OR <input type="checkbox"/> RETAIL: <input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage		RETAIL CERTIFICATE OF SALE No. 46630436						
VEHICLE INFORMATION:		STK# P255131D	Body Type	Color	Weight (Unladen)	Fuel Type	Cylinders	Adult Seating Capacity
Year	Make	Model	4DSD	WH	4,605	G	8	5
Vehicle Identification Number WBA6B4C530097933			Lien(s) no	Inspection Certificate Number NA	Date of Inspection NA	Inspection Station Number 7006386		
Plate/Permit Number NA		Number of Dealer Plate Loaned N/A	<input type="checkbox"/> Lease Buyout (Insp. Not Required)		Selling Price \$ 79			
DEALER INFORMATION (Print Name and Address) BURDICK BMW INC 5947 East Circle Dr Cicero, NY 13039								
PURCHASER INFORMATION (Print Name and Address) CARRIAGE TRADERS 170 SARATOGA AVE GLENS FALLS, NY 12803-0000 Date of Sale 2/3/2014								
PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership) FINANCIAL SERVICES VEHICLE TRUST 5550 BRITTON PKWY HILLIARD OH 43026 Date of Purchase 01/27/14								
ODOMETER DISCLOSURE STATEMENT Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.								
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DEALER CERTIFICATION: <i>I certify:</i> The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.								
Dealer (or authorized representative) - (SIGN full name) <i>Andrea Wallace</i>		PRINT full name of dealer or authorized rep. <i>Andrea Wallace</i>			Date 2/3/2014	Dealer Facility No. 7006386		
Purchaser - (SIGN full name) <i>Cheryl Normand</i>		PRINT full name of purchaser CARRIAGE TRADERS <i>Cheryl Normand</i>			Date 2/3/2014	Selling Dealer NYS Sales Tax No. 5-1180373		

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

TITLE COPY

MANHEIM PENNSYLVANIA
1190 LANCASTER ROAD
MANHEIM, PA 17545
(800) 822-2888 FAX(717) 665-9265

BID# 1484

KEY
2014-011-070009
JHORNBAKER

SALE DATE
10:45:30
2/20/2014

ENTRY NO.
07-0009

WBA6B4C53DD097953

TITLE REC'D X

4933571

VIN

TITLE NO. / STATE

INVOICE NO.

ENG INT INT R TRN PS PB AC EW ES TOP CC EL 4X TL SRS SI RD

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR
2013	B M W	650I XDR 650I XDRIV AWD	4DSN	WHITE

TITLE ABSENT

703-963-3655
Emi/V

NOTES:

O 119147 OK CW

MISC	GREEN : GUARTEE : BLUE	: NO TITLE : FULL	IPSI 7	IPSI 14	DECLIN	IF	CLERK	SOLD BY
					PSI		CKM	JHP

I, OR WE BY USE OF OUR PLATE OR AUTHORIZED SIGNATURE, HEREBY AGREE TO PAY THE INDICATED SALE PRICE FOR THE VEHICLE DESCRIBED IN THIS VOUCHER, UNDER THE TERMS AND RULES OF THE ABOVE NAMED AUCTION AND SUBJECT TO AGREEMENT ON REVERSE SIDE.

RELEASE
5170118 2 1484 *IF*IF*IF*
BALTIMORE WASHINGTON AUTO OUTLET
2747 ANNAPOLIS RD

HANOVER, MD 21076
(301) 621-2926

KHAZEVER MOLAV

PRINTED PURCHASER'S NAME (BUYER)

X

PURCHASER'S SIGNATURE (BUYER)
PURCHASER MUST RETURN SIGNED COPY OF ODOMETER DISCLOSURE STATEMENT (FRONT & BACK OF TITLE IF MADE ON TITLE) TO TRANSFEROR (SELLER) OR BE SUBJECT TO CIVIL & CRIMINAL PENALTIES, INCLUDING FINES AND JAIL. Truth in Mileage Act of 1986; 48 C.F.R. 580.5 (f).

**AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES
THE ACCURACY OF THE ODOMETER READING
DOCUMENT NOT VALID FOR EXPORT**



Manheim

NOT A RECEIPT OF PAYMENT

THIS SALE IS SOLELY A TRANSACTION BETWEEN THE BUYING AND SELLING PARTIES. NO REPRESENTATION OF TITLE TO THIRD PARTIES IS MADE OR INTENDED. SUBJECT TO AGREEMENT ON REVERSE SIDE.

5019585 5033907

CARRIAGE TRADERS

170 SARATOGA AVE

SOUTH GLENS FALLS, NY

12803

7018079

SELLER

ODOMETER DISCLOSURE STATEMENT Section 580.5 Disclosure form
FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

- (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage
-WARNING- ODOMETER DISCREPANCY

CARRIAGE TRADERS

21250

STATE THAT THE ODOMETER NOW READS

KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.

For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left.

X

TRANSFEROR'S SIGNATURE (SELLER)

X ANTHONY ZAPPONE

PRINTED NAME OF (SIGNOR)

LICENSE NO. TAB

BUYER PLEASE CHECK ONE

CLEAN ROUGH AVERAGE
(1) (2) (3)

NOTICE:

- Do not re-purchase or finance without certificate of title.
- Auction retains security interest in vehicle until good funds received.

*IF*IF*IF*

SELLING PRICE \$ 70,000.00

\$

BUYER'S FEE \$ 705.00

\$

\$

\$

BUYER'S ADJ 2 \$

\$

BUYER'S ADJ \$ 130.00

\$

BUY NET \$ 70,705.00

\$ 70835.00

TERMS OF SALE

SELLER and PURCHASER agree to abide by all AUCTION arbitration and other policies, the Manheim Terms and Conditions, and any applicable online agreements, which are incorporated herein, as well as all policy decisions of AUCTION management.

PURCHASER and SELLER agree that these Terms of Sale, including those on the front, shall be of the same force and effect as though personally signed by them even though they may have only provided their customer identification number, AuctionACCESS card electronic consent, or other authorized signature.

Any adjustments or rejections must be made prior to settlement. The Vehicle must be paid for on day of purchase, or this sale may be considered null and void at AUCTION'S discretion.

SELLER and PURCHASER agree that AUCTION is not a bailee and is not responsible for loss or damage to the Vehicle or related items while on AUCTION premises or during transport. AUCTION may charge a reasonable daily storage fee of up to \$25 per day should the Vehicle be left on AUCTION premises.

SELLER and PURCHASER agree that AUCTION and its affiliates retain the right to cease doing business with either of them, or their agents, in each case as AUCTION or its affiliates see fit. SELLER and PURCHASER further agree that AUCTION may disclose any information regarding this transaction to affiliates or third parties as AUCTION sees fit.

Title to the Vehicle does not pass to PURCHASER until good funds are received. PURCHASER grants AUCTION and its affiliates a security interest in the Vehicle to secure payment of the purchase price and of any other debt owing from PURCHASER or its affiliates to AUCTION or its affiliates. PURCHASER agrees AUCTION may resell the Vehicle, if repossessed, at a regular AUCTION sale or through any affiliated sale, including Manheim's online sales channels.

PURCHASER agrees: (i) to purchase the Vehicle for the purchase price shown; (ii) before settling for the Vehicle, to check the serial and/or engine numbers on the Vehicle with those on the title and to check the actual condition of the Vehicle with its description and with the recommendation, if any, when offered for sale; (iii) not to resell the Vehicle until good funds have been transmitted to AUCTION; (iv) upon making settlement in cash or by check or draft in lieu of cash, to consider the transaction a fully consummated cash transaction for present consideration; (v) that no stop payment of PURCHASER'S check to AUCTION shall be honored; (vi) that any stop payment order of a check/draft or giving a check/draft which is returned unpaid shall be deemed by the parties to be evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction; (vii) that AUCTION may deposit any check or draft immediately upon receiving it, regardless of whether the Vehicle's certificate of title has been submitted by SELLER or whether AUCTION has agreed to hold the check or draft pursuant to a float arrangement; (viii) to make any claim of defects in the Vehicle with SELLER, which shall be solely responsible for those claims, and to immediately notify AUCTION pursuant to its policies; (ix) that PURCHASER will remove the Vehicle from AUCTION'S premises immediately after payment; and (x) that PURCHASER is responsible for PURCHASER'S own transportation.

PURCHASER represents to AUCTION that it is solvent, that it is a licensed motor vehicle dealer in good standing, and that the Vehicle is purchased solely for resale.

SELLER represents and promises that SELLER is the true and lawful owner of the Vehicle; that the same is free from all liens and encumbrances; that SELLER has good right and full power and authority to sell and transfer title to the same; and that SELLER will warrant and defend the same against the claims and demands of all persons whomsoever.

SELLER agrees that any amounts owing to AUCTION or its affiliates may be deducted from the proceeds the SELLER and that AUCTION may stop payment or refuse to authorize payment on any check or draft to SELLER pursuant to this right of setoff. AUCTION may hold any property of SELLER or PURCHASER in AUCTION'S possession for a reasonable period of time pending any odometer fraud, VIN-switch, or similar investigation.

SELLER acknowledges responsibility for completion and execution of the required odometer mileage statement pertaining to the Vehicle on the reverse of this invoice and/or on the certificate of title.

Upon payment to SELLER, AUCTION shall be subrogated to all of SELLER'S and PURCHASER'S rights, and SELLER and PURCHASER agree to do or sign whatever is necessary, in AUCTION'S discretion and promptly upon AUCTION'S request, to secure such rights and do nothing to prejudice them.

Time is of the essence with all duties of PURCHASER and SELLER hereunder.

LIMITED TITLE GUARANTEE

Upon full payment by PURCHASER and upon delivery of the certificate of title to PURCHASER, AUCTION, in accordance with the following terms and conditions, guarantees the title of the Vehicle to be free and clear of all liens and encumbrances as of such delivery. This limited guarantee shall last for a period of four (4) years from the date of sale as shown on the face of this invoice and applies only to stolen vehicles and mortgage liens. The amount of AUCTION'S liability under this limited guarantee of title shall never exceed the auction sale price of the Vehicle and shall be reduced by deducting from said sale price two percent (2%) on the first of each month following the date of this transaction, with all liability of AUCTION expiring and terminating on the first day of the 48th month after the transaction.

AUCTION'S limited guarantee of title is expressly limited to PURCHASER of the Vehicle and is not negotiable or transferable. The limited guarantee shall be void if the purchase price for the Vehicle is not paid by PURCHASER, and it does not protect against defects in the title known to PURCHASER whether or not listed as exceptions on the face of this invoice.

Whenever any claim is made by any person against the title of the Vehicle, whether by suit or otherwise, PURCHASER shall, within five (5) days after becoming aware of said claim, notify AUCTION, giving full particulars of the claim, and shall cooperate fully in defending any legal action and in taking any other steps to minimize possible loss. Any failure on the part of PURCHASER to notify AUCTION of any such claim within such five (5) day period or to cooperate in defending it shall void AUCTION'S liability under this limited guarantee.

PURCHASER shall not surrender possession of the Vehicle, except as required by legal process, to any such claimant, nor shall it voluntarily pay or acknowledge the validity of any such claim, in each case without the prior written approval of AUCTION.

On payment of any claim under this limited guarantee, PURCHASER will return the Vehicle to AUCTION, if and as requested, and execute all necessary documentation subrogating its right to recover against SELLER, or others, to AUCTION.

DISCLAIMERS AND INDEMNIFICATION

SELLER and PURCHASER agree that AUCTION is neither responsible for odometer mileage on the Vehicle nor for the information contained in the odometer mileage statement which SELLER, as transferor, is required to complete and sign, and PURCHASER, as transferee, is required to acknowledge.

SELLER and PURCHASER agree that all representations or disclosures concerning the Vehicle are solely the responsibility of SELLER, whether made on the block, before the sale, on these Terms of Sale, or otherwise, and acknowledge and agree that AUCTION has made no representations or disclosures whatsoever about the Vehicle.

AUCTION is merely performing an auction service and expressly disclaims all express and/or implied warranties as to merchantability, fitness, or any other matter whatsoever, other than the limited title guarantee set forth above.

SELLER and PURCHASER agree, jointly and severally, to indemnify and hold AUCTION and its affiliates harmless from and against any and all liability, loss, cost, damage, or expense, including attorneys' fees, which are in any way related to or may otherwise arise, either directly or indirectly, from the Vehicle, including, but not limited to, the purchase or sale of the Vehicle; any matters relating to odometer mileage or odometer mileage statements, any damage or condition disclosures or lack thereof, and/or any damage caused by transporters or other agents for either.

If AUCTION is required to make or defend a claim as a result of this transaction against either SELLER or PURCHASER or an agent, employee, insurer, or bonding company of either, then AUCTION shall recover, in addition to the amount of the claim and the costs incurred in the claim, reasonable attorneys' fees in an amount not less than twenty-five percent (25%) of the amount of the claim, regardless of whether suit is filed, including appellate and bankruptcy fees and costs. Interest shall accrue on the unpaid balance of any such claim at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is greater.

The Vehicle is purchased for resale in the form of tangible personal property in the regular course of business and is the sort usually purchased by PURCHASER for resale. In the event that the Vehicle is used for any purpose other than for resale, PURCHASER will pay directly to the proper taxing authorities such sale or use tax as may then be accrued and become payable. PURCHASER further certifies that it holds a retail sales tax registration certificate, license, or other permit, issued by the sales taxing authority of SELLER'S state, county, and/or country, as appropriate.